

## GENERAL TERMS AND CONDITIONS OF THE WEBSITE

**Please read these general terms & conditions (the “Terms”) carefully before using Go-Popup’s Website.**

These Terms regulate the relationship between Pop Corner Network S.L. (hereinafter, the “Go-PopUp”) and user (hereinafter, the “User”) accessing and using the website [www.gopopup.com](http://www.gopopup.com) (hereinafter, the “Website”).

By using this Website, the User acknowledges that he has read and agree to be bound by these Terms, including our [Privacy Policy](#) and [Cookies Policy](#) which are hereby incorporated by reference.

### 1. CONTACT INFORMATION

1.1. Go-PopUp is a company registered at Carrer Pamplona, 88-90, Principal 1<sup>a</sup>, CP 08018 in Barcelona (Spain) with Tax Identification Number B65735136. The data of the Mercantile Registry of Barcelona of the company Pop Corner Network, S.L. are the following: Volume 43027, Folio 78, Sheet B-418398, Inscription 1.

1.2. Contact details:

1.2.1. Telephone 93 543 64 78

1.2.2. E-mail: [help@gopopup.com](mailto:help@gopopup.com)

### 2. PURPOSE

The purpose of the Website is to provide general information about Go-PopUp and the services and products and, accordingly, cannot be relied upon it for any purpose. The User is responsible for obtaining and maintaining all connectivity, computer software, hardware and other devices or equipment needed for access to and use of the Site and all charges related to the same.

### 3. ACCESS AND USE RESTRICCIONS

3.1. The use of the Website shall be restricted to the stated purpose. Accordingly, User shall not use the Website:

3.1.1. In any way that implies a breach of these Terms;

3.1.2. In any way that violates any applicable law or regulation, including displaying, uploading or submitting content or information that encourages conducts that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice, including any violation or infringement of intellectual or industrial property rights of any person;

3.1.3. To breach another person’s right to privacy or infringe any intellectual property rights;

3.1.4. To make statements that are defamatory, relate to pornography, are of a racist or xenophobic nature, promote hatred or incite to violence or disorder;

3.1.5. In any way that may disrupt, negatively affect or inhibit others from using the Website or that could damage the functioning of the Website or our servers or any networks connected to any of our servers in any manner;

- 3.1.6. To upload files that contain viruses or similar software programs with the aim to damage another person's computer or system or otherwise jeopardize the integrity of the Website;
- 3.1.7. Without Go-PopUp written consent, send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, or any other form of unauthorized advertising or promotional material.

#### **4. WEBSITE CONTENT AND AVAILABILITY**

Go-PopUp may modify the content of the Website, in its sole discretion without notice. Go-PopUp does not guarantee that the Website and its content will always be available or be interrupted. Go-PopUp will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, Go-PopUp may restrict access to some parts of the Website, or the entire Website, to Users.

#### **5. SERVICES**

If User orders or requests services on the Website, additional and particular conditions apply to the contracting and to the use of those services (hereinafter, the "**Services**"). For that reason, the information contained on the Website shall not be considered an offer for Services. Any quotes or other pricing figures displayed on or downloaded from the Website shall not be a binding commitment on Go-PopUp. Go-PopUp may accept or reject any order for Services, in our sole discretion.

#### **6. REQUIRED AGE**

The Website is intended for use by User over the age of 18 and/or having sufficient legal capacity to contract.

#### **7. REGISTRATION OF CONDITIONS AND THIRD OF CONFIDENCE**

- 7.1. In the case that the Website contains an action, information, content, material, data, opinion, advertisement, promotion, logo or any link to any websites, software, mobile app, wearable technology or any other third-party content (collectively, the "**Third-Party Content**"), Go-PopUp will not be responsible for such Third-Party Content, or any changes or updates to them. The Third-Party Content may provide their own terms and conditions of use, privacy policies and cookies policies that apply to User and the use of such Third-Party Content is not governed in any manner by these Terms.
- 7.2. Go-PopUp may display Third-Party Content, which is deemed appropriate and reliable to Users. However, as Go-PopUp cannot control all Third-Party Content included, Go-PopUp makes no representations or warranties of any kind regarding such Third-Party Content, and Go-PopUp accepts no responsibility for any loss or damage which might arise from the use of such Third-Party Content. Accordingly, User's use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between User and such third parties and, therefore, if User decides to access to such Third-parties Content, the User does so entirely at its own risk and subject to the terms and conditions of use for such Third-Party Content.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. All the contents of the Website are the intellectual property of Go-PopUp, are duly licensed in its favour or has sufficient right to use them. These contents include, but are not limited to, the texts, images, graphics, icons, technology, links and other audio-visual or sound content, as well as the graphic design and source code of the Go-PopUp

- 8.2. In particular, Go-PopUp is the owner of all rights to the Go-PopUp, ShopLive and Go-Logic trademarks, and its use is therefore expressly prohibited.
- 8.3. In order to exploit, reproduce, distribute, publicly communicate or transform the contents of the Website, the User must obtain prior written authorisation from Go-PopUp.

## **9. LIBILITY**

- 9.1. The User recognizes and accepts that the use of the Website is carried out at User's own risk and responsibility, so Go-PopUp shall not be responsible for the improper or undue use of the Website.
- 9.2. The User recognizes and accepts that, even though Go-PopUp makes its best efforts to ensure the technical and factual accuracy of the contents and information contained on the Website, those are purely general and indicative. Thus, Go-PopUp cannot guarantee the veracity, authenticity, adequacy or accuracy of the information provided through the Website. As a result, Go-PopUp shall not be responsible for the decisions taken by the User drawn from the premise of the information provided through the Website, nor for the damages suffered by the User or a third party, arising from actions based on information obtained on the Website.
- 9.3. Go-PopUp shall only be responsible for the damages suffered by the User as a result of the use of the Website when these damages are caused as a consequence of a Go-PopUp' wilful misconduct. Go-PopUp shall not be responsible, including but not limited to, for the damages arising from (i) interruptions, computer viruses, failures, interferences, or omissions or disconnections of the electronic system, the communications system or the User's computer equipment for reasons beyond Go-PopUp' control; (ii) delays or saturations in the use of the Website caused by deficiencies or overloads on the telephone lines or the internet system, or in any other electronic or communications systems; or (iii) unlawful actions of third parties beyond Go-PopUp 'control.

## **10. CHANGES**

Go-PopUp may modify, add or remove portions of the Terms and the content on this Website at any time without notice. All changes are effective upon posting and apply to all access to and use of the Website thereafter. User is expected to check the Website periodically so User is aware of changes and current Terms because they are binding on User. If User does not agree to the modified Terms, the User should discontinue its access and use of the Website. The continued use and access to the Website by User following any modification to this Terms shall be deemed an acceptance of all modifications.

## **11. APPLICABLE LAW AND JURISDICTION**

- 11.1. These Terms shall be governed by Spanish law, which shall apply to the provisions of these Terms in terms of interpretation, validity and implementation.
- 11.2. In the event of any discrepancy between the English version and any of the other language versions of these Terms, the English version shall prevail.
- 11.3. In the event of any discrepancy or claim between the parties relating to the performance or content of these Terms, the parties shall negotiate in good faith to attempt to resolve such discrepancy or claim within one month from the date on which either party formally notifies the other of the discrepancy or notifies the claim.

11.4. However, in the event that the discrepancy or claim is not resolved within the maximum period indicated and only in cases where the law provides for the possibility of the parties to submit to a jurisdiction, Go-PopUp and the User, expressly waiving any jurisdiction that may correspond, submit the decision of the matter raised to the Courts of the city of Barcelona (Spain).

For any information you can contact us at [help@gopopup.com](mailto:help@gopopup.com)

## GENERAL CONDITIONS FOR THE HIRING OF PROFESSIONAL SERVICES

### 1. INTRODUCTION AND PURPOSE

- 1.1. The present general contracting conditions (hereinafter, the "**General Conditions**") constitute the regulatory framework for the services (hereinafter, the "**Services**") provided by POP CORNER NETWORK S.L. (hereinafter, "**Go-PopUp**") to its clients, as a complement to the particular conditions (hereinafter, the "**Particular Conditions**") that must be signed for the rendering of Services by GO—POPUP. Both documents, General Conditions and Particular Conditions, together constitute the proposal for professional services signed by the client and Go-PopUp (hereinafter, the "**Proposal**").
- 1.2. In everything that the Particular Conditions contradict, limit or modify what is established in these General Conditions, what has been agreed in the former will be applicable.
- 1.3. The acceptance of the Particular Conditions that refer to these General Conditions is equivalent to the knowledge and approval of the same.
- 1.4. A client of Go-PopUp (hereinafter referred to as "**Client**") shall be considered a natural or legal person who accepts a Service Proposal based on its General Conditions and Particular Conditions.
- 1.5. Hereinafter, Go-PopUp and the Client shall be collectively referred to as the "*Parties*" and individually and indistinctly as the "*Party*".

### 2. LEGAL FRAMEWORK

- 2.1. The provision of legal services by Go-PopUp is subject to the provisions of the legal system in force in Spain at any given time.
- 2.2. Go-PopUp is a company specialized in marketing and sales campaigns using ephemeral spaces and carrying out project management and consultancy for brands and agencies.

### 3. COMMUNICATIONS AND LANGUAGES

- 3.1. The Parties undertake to maintain their communications in writing, through e-mail, messaging or other channels that allow them to record them.
- 3.2. If, for reasons of urgency, the Parties decide to communicate by other means, they shall provide a written record of the agreement for appropriate purposes.
- 3.3. The Client will be solely responsible for updating their personal data, contact and billing, necessary for the proper provision of the Services Go-PopUp, who will fulfill their obligations of communication by sending the information to the last address provided in writing by the Client.
- 3.4. The communications between the Parties, as well as the materials, writings and deliverables requested by the Client, will be written in English, German or Spanish, depending on the place where the service is provided. At the Client's written request and BEFORE commencement of the provision of the Services, Go-PopUp may translate these materials into another of the languages spoken by its team

#### **4. FORM AND CONDITIONS OF PAYMENT**

- 4.1. The economic conditions of the contracted services will be those established in the Proposal signed by the Parties. However, these General Conditions establish the general regulatory framework for the provision of services.
- 4.2. The default payment method for the Services contracted to Go-PopUp, by the Client is the direct debit to the account designated by him, which will require the acceptance of the corresponding SEPA mandate or form at all times.
- 4.3. In the event that the Parties agree on a different form of payment, this must be expressly indicated in the Particular Conditions and be accepted by Go-PopUp, who will issue their invoices in accordance with the method of payment established with the Client.
- 4.4. Where applicable, the delay in the payment of invoices issued by Go-PopUp shall accrue to Go-PopUp compensation equivalent to the result of applying the legal interest of the money plus two points (+2) on the amount due. The accrual of this compensation, which shall be considered a penalty clause, shall commence on the day following the due date of payment, without the need for any further request by GO—POPUP.
- 4.5. In the event of non-payment, Go-PopUp may unilaterally suspend the provision of its Services until the date on which it receives the amount due. In no event shall Go-PopUp be liable to the Client for damages suffered by the Client as a result of the suspension or cancellation of its Services, for this reason.
- 4.6. The contracting of certain Go-PopUp Services may involve the payment of a provision of funds equivalent to at least FIFTY percent (50%) of the final price. The rest of the price will be invoiced by Go-PopUp and will be paid by the Client, month by month, depending on the work carried out by GO—POPUP.
- 4.7. The contracting of Services whose price is less than THOUSAND EUROS (1,000€), of preconfigured packages of Services or hourly exchanges with a fixed price agreed by the Parties, will entail the advance payment of the price, so Go-PopUp may suspend the start of its provision until the date it receives such payment.
- 4.8. The contracting of monthly instalments (also known as fees or retainers) will entail the direct debiting of the price agreed by the Parties in advance; as an example, Go-PopUp will direct debit the payment of the monthly instalment during the FIVE (5) first days of the corresponding month. Failure to make or refund this payment will result in suspension of the Services in accordance with this clause.
- 4.9. The price of the monthly instalments includes the proportional distribution of the total expected costs associated with the provision of the Services, during the minimum period of permanence established in the Particular Conditions. Consequently, the Client may not unilaterally terminate the service before the end of the term of stay. In the event that, once accepted the Special Conditions of the monthly fee, the Client does not wish to continue using the Services Go-PopUp must pay the monthly fees during the period of stay.
- 4.10. The Parties undertake to adapt in good faith the fees and dedication of Go-PopUp to the work requested by the Client, according to the real needs of such work. Go-PopUp shall approve during the first fifteen days of each calendar year the tariffs applicable to its Services during that year.
- 4.11. In the event that the Client does not submit a complaint or claim regarding the content of the Services provided by Go-PopUp during the TEN (10) days following the date of delivery, will be considered accepted for all purposes and completed the provision of contracted Services, with effect on the date of delivery. Any subsequent

modification, extension or correction must be the subject of an additional Service Proposal and the corresponding provision of funds, if any.

- 4.12. If nothing to the contrary is indicated, the prices and tariffs indicated in the Particular Conditions do not include taxes, fees, expenses, tariffs, third party fees or any other concept other than the provision of the Services stated. In that case, the invoices issued by Go-PopUp and the payments made by the Client will be increased by the corresponding amounts.
- 4.13. Go-PopUp will propose to the Client the necessary expenses for the correct provision of its Services, for their approval and advancement. Except in case of express agreement, Go-PopUp will not incur expenses on behalf of the Client, if they have not been previously paid in full by the Client.

## **5. GO-POPUP RESPONSIBILITIES**

5.1. Where applicable, the professional liability of Go-PopUp arising from the execution of work commissioned by the Client, shall be limited to the amount received from him for the work generating such liability during the immediately preceding twelve (12) months. In no event shall Go-PopUp be liable or responsible to the Client for an amount greater than that described in the preceding paragraph.

## **6. PROCESSING OF PERSONAL DATA IN THE CAPACITY OF DATA PROCESSOR BY GO—POPUP**

6.1. The purpose of this clause ("Clause") is to regulate the relationship between Go-PopUp (hereinafter the "Data Controller" or "Controller") and the CUSTOMER (hereinafter the "Data Processor" or "Processor"), in relation to the provision of Services by Go-PopUp that involve access to personal data responsibility of the CUSTOMER.

### *6.2. Purpose of the treatment*

6.2.1. In order to provide the Services effectively, the Data Processor may have access to personal data under the responsibility of the Controller, in particular the following:

- (a) Identifying data of the representatives of clients and/or clients of the person in charge.
- (b) Identification data of suppliers' representatives of the person in charge.
- (c) Identification data of partners, employees and trainees of the person in charge.

6.2.2. The Processor, for the provision of the service, may carry out the following treatments: conservation, consultation, comparison, communication. This enumeration is an example, without prejudice to the fact that the Processor must carry out, for the specific case, additional processing of personal data under the responsibility of the Controller.

### *6.3. Obligations of the Data Controller*

6.3.1. In addition to complying with any obligations attributed to it throughout this Clause, it is the duty of the Controller to carry out the following tasks:

- (a) Comply with all the technical and organisational measures necessary to guarantee the security of the processing, the premises, equipment, systems, programmes and the people involved in the

activity of processing the personal data referred to, which are stipulated in the regulations in force and applicable at all times.

- (b) Submit to the Processor the data referred to in stipulation 8.1. of this Clause, as well as the necessary instructions to carry out the processing of the data as necessary to provide the Services.
- (c) Respond to the rights of individuals affected by the processing, such as the rights of access, rectification, deletion and opposition, limitation to the processing, portability of data and not to be subject to automated individual decisions, with the collaboration of the Controller.
- (d) Carry out, where appropriate, an assessment of the impact on the protection of personal data of the processing operations to be carried out by the Processor.
- (e) Ensure, prior to and during processing, compliance with applicable regulations on data protection by the Processor.
- (f) Supervise processing, including inspections and audits.
- (g) Notify the Processor of any variation in the personal data provided, so that it can be updated.
- (h) Furthermore, the Controller guarantees that the data that are subject to processing as a consequence of the provision of the Services have been collected in accordance with the obligations stipulated by the GDPR, bearing in mind in particular the need for a legal basis that legitimises the processing, as indicated in article 6 of the GDPR. The Controller shall indemnify the Processor in the event that the latter is sanctioned for a breach of data protection legislation caused by the Controller's negligence in fulfilling his obligations as controller.

#### *6.4. Obligations of the Data Processor*

6.4.1. During the provision of the Services, the Processor shall comply with the following stipulations. The Data Processor:

- (a) has sufficient technical capacity to fulfil the obligations arising from this Proposal.
- (b) undertakes, in relation to the Services provided, to comply with the requirements of the GDPR and the rest of the applicable regulations on the data protection.
- (c) will maintain confidentiality and secret on the personal data to which it has access.
- (d) will process and use the personal data to which he/she will have access, only according to the instructions of the Data Processor, and in accordance with the purposes regulated in the Proposal. The Controller shall be considered responsible for the processing in the event that the data is used for other purposes, communicated or used in breach of the stipulations of this Clause, responding to the infractions incurred personally.
- (e) shall not communicate to third parties the data to which he has access by virtue of the Services provided, without prejudice to that indicated in stipulation 8.3.15.



- (f) shall provide the Data Controller with the necessary information to prove compliance with the obligations established in this agreement.
- (g) shall provide assistance as may be required by the Controller for the performance of audits or inspections, carried out by the Data Controller or by another auditor authorised by the Controller. Audits may be conducted periodically, on a planned or "ad hoc" basis, with reasonable notice to the Processor, during the normal working hours.
- (h) guarantees that the persons authorised to process personal data have undertaken, expressly and in writing, to comply with the established security measures and to respect the confidentiality of the data. The fulfillment of this obligation must be documented by the Processor and at the disposal of the Controller.
- (i) ensures that persons authorized to process personal data under his or her charge have the necessary training on data protection.
- (j) shall collaborate in the fulfilment of the duties of the data controller, and shall offer support to the data controller, where appropriate, in carrying out (i) impact assessments relating to the personal data he or she has access to; (ii) prior consultations with the supervisory authority.
- (k) In the event that considers that compliance with a specific instruction of the Controller may imply non-compliance with data protection regulations, he or she shall immediately inform the Controller. The Processor in this communication will request the Controller to amend, withdraw or confirm the instruction provided and may suspend its compliance pending a decision by the Responsible.
- (l) will delete or return the personal data to which it has had access and any existing copies, as indicated by the Data Controller at the end of the provision of the Services. In the event that the Controller requests the deletion of data in a specific way that is not customary within the normal activity of the Processor, the costs arising from the deletion of the data in the manner indicated by the Controller shall be borne by the Controller.
- (m) Processor shall be obliged to delete or return:
  - (i) data included in files under the responsibility of the Controller, available to the Processor as a result of the provision of Services;
  - (ii) data generated by the Processor during the data processing and under responsibility of the Controller;
  - (iii) media on which these data are recorded.
- (n) Data Processor may keep a copy with the data duly blocked, as long as responsibilities may arise from the execution of the provision of the Services.
- (o) Data Processor shall notify the Controller, without undue delay, and in any case before the maximum period of 24 hours, through the email provided by the Data Processor in the Particular Conditions of the Proposal, of any incident, suspected or confirmed, relating to data protection, within its area of responsibility. Among other things, it shall inform the Controller of any processing that may be considered unlawful or unauthorised, any loss, destruction or damage to

data and any incident considered a breach of data security. The notification shall be accompanied by all relevant information for the documentation and communication of the occurrence to relevant authorities or affected stakeholders. In this sense, it shall provide the Responsible with, as a minimum, the following information:

- (i) Description of the nature of the data security breach, including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
  - (ii) Name and contact details of the data protection officer or other contact point where further information can be obtained;
  - (iii) Description of the possible consequences of the breach of data security;
  - (iv) Description of the measures taken or proposed to remedy the breach of data security, including, where appropriate, measures taken to mitigate possible negative effects.
- (p) Processor shall also initiate an investigation into the circumstances of the incident, and shall submit a report with observations on the incident to the Controller. The Processor shall cooperate fully with the investigation carried out by the Officer, in turn, by providing the assistance required by the latter for the investigation of the incident.
- (q) In addition, the Processor shall assist the Controller in relation to notification obligations under the GDPR (in particular, arts. 33 and 34 GDPR) and any other applicable law, present or future, that modifies or complements these obligations.
- (r) Will facilitate the information and/or documentation that the Person in charge requests to him to give answer to the requests of exercise of rights that could receive the Person in charge of the interested parties whose data are treated.
- (s) When the affected persons exercise the rights of access, rectification, suppression and opposition, limitation to the processing, portability of the data and not to be the object of automated individual decisions, before the Processor, this one will have to communicate it by e-mail to the address facilitated by the Client or Controller in the Particular Conditions. The communication must be made in such way so it can be dealt with within the established legal deadlines.
- (t) May subcontract the Services, always informing the Treatment Controller of the treatments to be subcontracted and clearly and unequivocally identifying the subcontracting company and its contact details. The subcontractor (or "Sub-processor"), who shall also be the processor, shall also be obliged to comply with the obligations imposed on the Processor and the instructions issued by the Controller, as set out in the Proposal. The Processor will regulate the new relationship in a contract signed by the Processor and the Sub Processor, so that the Sub Processor is subject to the same conditions (instructions, obligations, security measures...) and with the same formal requirements as the Processor, with regard to the adequate processing of personal data and the guarantee of the rights of the affected persons. In this regard, the Controller is informed that the Processor receives the services of Google LLC, a company that provides cloud storage and communication services through the Internet, crucial to carry out their daily activities. The services of this company implies that it may have access from the United States to the data processed by the Processor, and it is certified under the Privacy Shield framework, which guarantees that it

applies the same data protection standards imposed in the European Union. A contract has been signed with this company in which it assumes the obligations of the Processor.

- (u) Shall keep a written record of the categories of processing activities carried out, in accordance with this Clause, specifying:
  - (i) The name and contact details of the Processor and of each Controller on whose behalf the Processor is acting and, where applicable, of the representative of the Processor or Controller and of the Data Protection Officer;
  - (ii) The categories of processing carried out on behalf of each data controller;
  - (iii) Where appropriate, transfers of personal data to a third country or international organisation, the identification of that third country or international organisation and the documentation of adequate safeguards;
  - (iv) A general description of the technical and organisational security measures relating to: pseudonymization and encryption of personal data; the ability to ensure the continued confidentiality, integrity, availability and resilience of treatment systems and services; the ability to restore availability and access to personal data quickly in the event of a physical or technical incident; the process of regular verification, evaluation, and assessment of the effectiveness of technical and organizational measures to ensure treatment safety.
- (v) May only carry out international transfers of personal data to which he/she has access, under the responsibility of the Data Processor, in the event that such transfers are duly regularised in accordance with articles 45, 46 or 47 of the GDPR.
- (w) With regard to technical and organisational security measures, the Data Processor must implement all those that are applicable in accordance with the GDPR (in particular, and without limitation, those foreseen in article 32 of the RGPD) and in any other applicable rules that modify, complement or replace it.
- (x) In any case, the Processor must implement mechanisms for:
  - (i) Ensure the continued confidentiality, integrity, availability and resilience of treatment systems and services;
  - (ii) Restore availability and access to personal data quickly in the event of a physical or technical incident;
  - (iii) To verify, evaluate and evaluate, on a regular basis, the effectiveness of the technical and organisational measures implemented to guarantee the safety of the treatment;
  - (iv) Pseudonymize and encrypt personal data, if necessary.

## 6.5. *Responsibility*

The Data Processor shall reimburse the Data Controller the amount of any sanctions imposed by the Spanish Data Protection Agency ("AEPD") or any other competent body for non-compliance with data protection

regulations, if these are the result of a wilful or grossly negligent breach of the data protection obligations of the Data Processor. The Controller must immediately inform the Processor of any sanctioning proceedings initiated by the AEPD or any other authority against the Controller for such breaches, so that the Processor can assume its legal defence in coordination with the Controller.

## **GENERAL CONDITIONS FOR CONTRACTING SPACE MANAGEMENT SERVICES**

### **INTRODUCTION AND PURPOSE**

The present general contracting conditions (hereinafter, the "General Conditions") constitute the regulatory framework for the space management services (hereinafter, the "Services") provided by POP CORNER NETWORK S.L. (hereinafter, "Go-PopUp") to its Customers, as defined hereunder, through the website [www.gopopup.com](http://www.gopopup.com) (hereinafter, the "Website") as a complement to the particular conditions (hereinafter, the "Particular Conditions") that must be signed between the Members, as defined hereunder, for the rendering of Services by Go-PopUp. Both documents, General Conditions and Particular Conditions, together constitute the proposal for the Services signed by the Customer and Go-PopUp (hereinafter, the "Proposal").

In everything that the Particular Conditions contradict, limit or modify what is established in these General Conditions, what has been agreed in the former will be applicable.

Hereinafter, Go-PopUp and the Customer shall be collectively referred to as the "Parties" and individually and indistinctly as the "Party".

### **DEFINITIONS**

For the purposes of these General Conditions of the Services, the following definitions shall apply:

“Account” has the meaning set forth in clause 4.1.

“Brand/Agency" means any natural or legal person who requests information about Spaces or to participate in a Transaction.

“Complements" means an offer consisting of additional services of added value, optional or mandatory contracting, provided by the Owner of a Space and related to the transfer of the same to complement or improve the experience of use and / or functionality for the Brand/Agency.

“Customer” means any Brand/Agency and/or Owner who accept a Proposal based on its General Conditions and Particular Conditions.

“Insurance" means the contract to cover the liability of the Parties that have signed it, in the terms and conditions that, where appropriate, are agreed.

“Insurer" means the provider of insurance coverage to the Transaction agreed between an Owner and a Brand/Agency, in accordance with the conditions established by the same.

“Members" means both Brand/Agency and Owner, who will be referred to indistinctly as Member for the purposes of these General Conditions.

“Modality of Management on Request" means the modality of management of reservations not generated directly by Go-PopUp that will apply when the Owner invites the Brand/Agency to formalize the reservation and management of a Space through the Website.

“Owner” means the owner of the property rights or the Space with the capacity to temporarily cede the use of the same.

“Owner's Basic Price” means the net amount the Owner will receive from Go-PopUp, commissions and applicable taxes excluded.

“Professional Services” has the meaning set forth in clause 19.

“Product-Solution” means the offer consisting of the assignment of an area and a series of additional value-added Services provided by Go-PopUp for a specific use thereof.

“Space” means any delimited place capable of being ceded between an Owner and a Brand/Agency for their temporary use.

“Transaction” means each of the operations of cession of Spaces signed by an Owner and a Brand/Agency who have contacted through the Website.

## **SERVICES**

The Website provides a platform that facilitates contact between Owners and Brand/Agency. Go-PopUp acts as a mere provider of technology Services and other value-added products and services, such as, but not limited to, Insurance, which, where applicable, will be detailed on the Website.

Go-PopUp is not part of the contractual relationship between the Owner and the Brand/Agency nor does it have any right of ownership or use over the Space.

## **REGISTRATION AND ACCOUNT**

In order to use some of the Services offered by Go-PopUp, it may be necessary to register on the Website and create a Member’s personal account (hereinafter, the “Account”) by providing Go-PopUp with identifying data, and designating an access name and password. The Member acknowledges and agrees that Go-PopUp may, at any time, add and/or modify features of its programs and Services. In particular, it will be necessary to create an Account in order to contract the publication or assignment of a Space through the Website.

Go-PopUp reserves the right to refuse the registration of any Member whose registration has been revoked in the past or those who, for whatever reason, are considered by Go-PopUp as unfit Members.

To maintain control over the Account, where appropriate, the Member must complete all the information required in the form provided for this purpose on the Website, after carefully reading the instructions provided for this purpose. By entering their data, the Member declares that all information provided is true, complete, accurate, exhaustive and updated, in case Go-PopUp has doubts about the veracity of the information provided by the Member, may immediately suspend or close your account, at its discretion and without notice.

The Member must update and/or modify his/her personal information and all data associated with his/her means of payment - if any - as well as the delivery address and contact details. All transactions carried out prior to the update of personal data will be based on the information provided up to that time. Go-PopUp is not responsible for losses, delays, expenses or damages due to its lack of updating.

## **HIGH SPACES AND COMPLEMENTS**

The registration of a Space and its related Complements in the Website can be carried out by an Owner registered in it or by a professional of the Go-PopUp team, following the Owner's instructions. In both cases, the Owner must verify the image of the Space file before its publication.

The requirements established in clause 5.3 of these General Conditions will be applicable to the Owner in relation to the delivery of information and materials associated with each Space and, eventually, its Complements.

When registering a Space, the Owner may include his own Particular Conditions, such as the obligation to take out an Insurance, cleaning or any of the Complements by the Brand/Agency, in which case the Insurance conditions will be automatically included in the agreement to assign the Space.

During the supply of the Space registration data and its related Complements or its subsequent modification, the Owner must break down the price of the Space between the Owner's Basic Price and applicable taxes, being responsible for the correct application of the regulations in force in this respect. During the process of registration of the Space, the Website will show the commission applicable to the Owner for the management service and its corresponding VAT, automatically calculating the price of sale to the public that will be published for the knowledge of the Brand/Agency.

Once verified the information of the Space and its related Complements by the Owner, Go-PopUp will proceed to its publication, reserving the right to reject any file or Space that, by its characteristics, description or the information provided or omitted by the Owner, was likely to be contrary to law, rules and customs or these General Conditions. In particular, the Owner may not publish on the Website data or information other than strictly requested by Go-PopUp, in particular, the Owner will refrain from publishing contact information through these fields or, by way of example, by publishing your business card or contact through the profile images or product file.

The offer of Complements by the Owner of a Space must be made explicitly by selecting the corresponding option from the Space file and adding, where appropriate, the descriptive information requested, including, but not limited to, name, description, price, number of minimum and maximum contractable units, the obligation to contract, photographs and additional files; Otherwise, Go-PopUp understands that the Owner authorizes Go-PopUp to offer its own complementary Services through its Product-Solution, doing everything possible to ensure, in any case, compliance with the Particular Conditions established by the Owner for the aforementioned Space.

## **BOOKING PROCESS**

The process of booking a Space through the Website will consist of several steps, among which we highlight the following:

**Search for Space.** This functionality allows Brand/Agency to obtain information about the Spaces at the date intervals they require them; it is not necessary to be a registered Member to access the Space catalogue, although the Website may reserve some information for registered Brand/Agency. However, it is necessary to be a registered Member to requests information about Spaces to the Owner.

**Dialogue between Owner and Brand/Agency.** Through this option, the Website will allow communication between Owner and Brand/Agency to detail or modify Particular Conditions or limitations of each Space and its

Related Complements. Go-PopUp, as the provider of this functionality and creator of the Website, reserves the right to limit or monitor conversations between the Owner and the Brand/Agency to ensure proper compliance with the rights and obligations of each Party.

Space reservation request. This feature allows the Brand/Agency to request the blocking of the selected Space for a limited period of time. The request to reserve space may be subject to payment of a price, which will be reported in due course on the Website. The sending of the reservation request is not the same as contracting or blocking the Space, but said request may be accepted or denied by the Owner, in accordance with the availability of the property or other circumstances that prevent the perfection of the reservation operation.

Reservation of Space. Equivalent to the acceptance of the reserve, by the Owner, in the Particular Conditions indicated by him and for the period requested by the Brand/Agency. Together with the reservation of the Space, the Brand/Agency will be able to select Complements offered by the Owner. The reservation of the Space and its possible Complements is considered a unitary action, which will result in a single Transaction, so that any management related to the reservation (including the subsequent steps of the reservation process, such as the generation of the agreement, acceptance and payment, confirmation and any subsequent after-sales management) will be carried out in an aggregate manner. The Owner must respond to requests for reservation within the period established by Go-PopUp. The breach of the obligation to respond within the period indicated will be equivalent to the denial of the request, which will be communicated by Go-PopUp to the Brand/Agency.

Additional services. In some cases, Go-PopUp will offer additional services framed within a particular Product-Solution. Before the acceptance of the agreement, the Brand/Agency will be able to select by means of the reservation form those additional services that are of his interest. By way of a non-limitative example, we indicate services such as catering, musical ambience, artistic performances, technology services, customer service personnel or others. The availability and conditions of these services may vary over time.

Generation of the agreement. Once the request for reservation has been accepted by the Owner, the Website will show all the relevant data of the reservation for the assignment of the Space, which will be included in the corresponding invoices. Such invoices together with these General Conditions are the binding legal commitment for Owner and Brand/Agency in relation to the assignment of the Space. In case the Owner wishes to complement this commitment with other documents, contracts or particular conditions, the Website will facilitate the exchange and signature of these documents.

Acceptance and payment. To complete the contracting process, the Brand/Agency must accept the transfer agreement shown by the Website, and carry out payment through the virtual POS or any other means of payment available at all times.

Confirmation. Once the agreement has been confirmed and the payment received, Go-PopUp will notify both parties, along with the legally required documentation at all times.

#### **PAYMENT BY THE BRAND/AGENCY**

The economic conditions of the Services will be agreed in the Proposal. However, this document sets out the regulatory framework for the provision of the Services. In this sense, the Brand/Agency will remunerate Go-PopUp for the intermediation Services according to the following criteria:

The Brand/Agency shall pay the price of the Transaction to the Owner in full through the means of payment established by Go-PopUp through the Website. This price shall include all concepts associated with the



Transaction, such as, but not limited to, the price of the assignment of the Space, the price of the insurance - where applicable - and the VAT and other applicable taxes.

Furthermore, the Brand/Agency shall pay Go-PopUp the price of its Services or those of its collaborators (including management costs and additional services of the Products-Solution), in accordance with the amounts that will be published on the Website in each Transaction.

Go-PopUp will be responsible for transferring to the Owner the price obtained by the Brand/Agency, in the conditions agreed with it.

Go-PopUp will charge the Brand/Agency the price of its Services, which will appear on the website during the recruitment process, before acceptance of the same by the Brand/Agency. In any case, there will be a minimum price, taxes not included, for each Transaction, independently of the price of the same one, even if this one did not have a defined price or this one was zero or inferior to the minimum.

Go-PopUp will issue an invoice to the Brand/Agency which will include the separate concepts of assignment of the Space by the Owner, the selected Complements, the commission for the management of said assignment by Go-PopUp and those other concepts, such as Insurance or additional services of the Products-Solution, which are applicable in each case. Notwithstanding the foregoing, Go-PopUp shall not be liable for the transfer of the use or provision of the Services contracted by the Brand/Agency which, in any case, shall correspond to the Owner, in accordance with the provisions of each case, as well as with the liability associated with such provision.

These General Conditions and the conditions of remuneration described in the previous section will not be applicable in the event that the Space is located in a shopping centre or the Customer is an event or communication agency, in which case Go-PopUp will sign a sublease contract.

Go-PopUp and Brand/Agency will consult at all times the current pricing policy at the time of contracting using the usual contact channels provided by the Website.

## **TRANSFER TO OWNER**

The Owner will pay Go-PopUp, in return for the use of the Website, a variable amount that will be the result of applying a percentage on the Owner's Basic Price of the Spaces published by the Owner on the Website. The percentage to be applied on the total amount of income will be the one communicated to the Owner during the registration process.

Go-PopUp will calculate the amount to be transferred to the Owner for the transfer of the Space and related Complements contracted by the Brand/Agency and the amount to be paid by the Owner to Go-PopUp for the use of the Website for each Transaction. In the event of a refund or cancellation, Go-PopUp will proceed to the corresponding settlements within a maximum period of one calendar month.

Go-PopUp will inform the Owner of the settlement corresponding to each Transaction at the time the payment is confirmed by the Brand/Agency.

The payment by the Owner of the amount accrued by Go-PopUp for the use of the Website will be made by deducting the corresponding amounts from the amounts that Go-PopUp must pay to the Owner in accordance with the provisions of this article. Therefore, the revenue transferred by Go-PopUp to the Owner will be the result of reducing the total of the actual revenue obtained by the Transaction by the amount corresponding to the

payment for use of the Website, returns, losses and any other expenses incurred by Go-PopUp on behalf of the Owner in accordance with these General Conditions.

Go-PopUp will issue an invoice to the Owner in return for the price deducted from the payments for the Transaction for the reasons stated.

Once the Transaction has been confirmed by payment of the Brand/Agency to Go-PopUp, Go-PopUp will make payment of the corresponding amounts to the Owner in two instalments:

50% within a maximum period of one week upon receipt of the invoice issued by the Owner to Go-PopUp,

the rest within a maximum period of one week once the effective transfer of the Owner's Space to the Brand/Agency has ended.

The payment will be made by bank transfer to the account number that the Owner communicates to that effect to Go-PopUp. In the event of a refund or cancellation, Go-PopUp will retain the amounts until the incident is resolved.

Go-PopUp shall have the right to obtain the remuneration described in this clause, not only on the Transactions carried out through the Website, but also on those carried out by the Brand/Agency and the Owner through any other channel, including personally, when the first contact between them or the Brand/Agency's knowledge of the Space, has taken place through the Website. For the purposes of this clause, it shall be considered - by way of example and without limitation - that the Brand/Agency has been informed of the area through the Website when he has contacted the Owner after the publication of the area on the Website or through any of the channels provided by the Website.

If, for any reason, the amount to be paid by the Owner to Go-PopUp is greater than the amount to be transferred by Go-PopUp to the Owner, the latter must pay the amount corresponding to the excess into the bank account indicated by Go-PopUp within a maximum of five (5) days following receipt of the corresponding invoice issued by Go-PopUp.

In any case, Go-PopUp will obtain from the Owner a minimum price of twenty euros (20€) for each Transaction, regardless of the price of the same, even if it did not have a defined price or it was zero or less than the minimum.

Notwithstanding the provisions of the foregoing articles, the management costs of reservations, as well as the use of the Website by the Owner, will be free for the latter when the Modality of Management on Request applies. This method will apply when the first contact between Owner and Brand/Agency has occurred through channels other than the Website and the Owner has invited the Brand/Agency to formalize the reservation of the Space through the Website.

Without prejudice to the provisions of the foregoing clause, the provisions contained in these General Conditions shall be applicable to the extent that they are not otherwise provided for and/or the provisions are not incompatible with the Modality of Management on Request.

## **CANCELLATIONS AND REFUNDS**

Go-PopUp is not part of the relationship between the Owner and the Brand/Agency, nor does it participate in the Particular Conditions. Consequently, any claim, cancellation or refund related to the Transaction must be managed according to the Particular Conditions established between the Owner and the Brand/Agency.

In order to define a standard of returns to be made in the event of cancellation of the reservation of the Space by the Brand/Agency, Go-PopUp has defined three cancellation policies, among which the Owner can choose at the time of publishing the Space on the Website:

**FLEXIBLE:** (1 day). If the Brand/Agency cancels at least 24 hours prior to the day and time of entry of the reservation, the Brand/Agency will be refunded 100% of the total price minus the amount of the applicable Service fees and taxes. If the Brand/Agency cancels less than 24 hours before the day and time of entry of the reservation, the days or hours not enjoyed will not be refunded. If the Brand/Agency decides to leave the space before time, the days or hours not enjoyed will not be refunded.

**MODERATE:** (7 days). If the Brand/Agency cancels at least 7 days prior to the day and time of entry of the reservation, he will be refunded 50% of the total price minus the amount of the applicable Service fees and taxes. If the Brand/Agency cancels less than 7 days before the day and time of entry of the reservation, the days or hours not enjoyed will not be refunded. If the Brand/Agency decides to leave the space before time, the days or hours not enjoyed will not be refunded.

**STRICT:** (30 days). If the Brand/Agency cancels at least 30 days prior to the day and time of entry of the reservation, he will be refunded 50% of the total price minus the amount of the applicable Service fees and taxes. If the Brand/Agency cancels less than 30 days before the day and time of entry of the reservation, the days or hours not enjoyed will not be refunded. If the Brand/Agency decides to leave the Space before time, the days or hours not enjoyed will not be refunded.

In the event of cancellation of the Space by the Brand/Agency according to the circumstances defined in these standard policies, Go-PopUp will take the appropriate steps to facilitate the economic transactions associated with the case, within a maximum period of thirty (30) days.

Eventually, Go-PopUp may establish communication channels or mechanisms to facilitate communication between the Owner and the Brand/Agency; such channels will be limited to transmit the information provided by one Party to the other, to the address or means of contact provided by the recipient to Go-PopUp. In no case Go-PopUp can be responsible for the receipt of communication by the other Party or the correct resolution of incidents or claims raised by the Owner or the Brand/Agency.

Notwithstanding the foregoing, in the event that the Brand/Agency makes a claim or cancellation through Go-PopUp (outside the cases defined in the standard cancellation policy defined for the Space), it may retain in full the price paid by the Brand/Agency, after notifying the Owner of the incident, until the date on which the Owner proves to have reached an agreement with the Brand/Agency. In the event that such accreditation does not take place within the term of thirty (30) days following the date of sending the communication to the Owner, Go-PopUp may refund the amount to the Brand/Agency on behalf of the Owner, after liquidation, through any available means, of the price of its Services by the Owner, considering the reservation as completed for all purposes.

If the claim or refund (other than as defined in the standard cancellation policy defined for Space) occurs after the date on which Go-PopUp has transferred the Transaction price to the Owner, Go-PopUp will not refund any amount to the Brand/Agency.

In relation to the additional services included in the Product-Solution, these will normally be provided by companies collaborating with Go-PopUp for this purpose. Any claim relating to the provision of services of partner companies will be channelled through GO—POPUP, who will transfer it to the partners and intermediary to facilitate its resolution. If there is adequate justification for the total or partial refund of the amount attributable to these services, Go-PopUp undertakes to do so within the maximum period established by law. Under no circumstances does Go-PopUp assume responsibility for services provided by third parties.

## **BRAND/AGENCY' RESPONSIBILITIES AND OBLIGATIONS**

The payment of the price of the Transaction is one of the main obligations of the Brand/Agency; failure to comply with this obligation, or the unjustified revocation of a payment committed or made, may lead to the cancellation of the account and the initiation of legal actions against the Brand/Agency by Go-PopUp and by the Owner.

Unless otherwise agreed with the Owner, the Brand/Agency will be solely responsible for hiring the necessary people to hold events that require it.

The Brand/Agency understands that each use of the area may be subject to obtaining a special license, and therefore undertakes not to use the area for any use other than that specifically contracted and agreed with the Owner.

The Brand/Agency must return the Space to the Owner in perfect conditions of use, at least equivalent to the conditions in which they were received, including the conditions of maintenance and health.

Go-PopUp recommends that the Brand/Agency take out the civil liability Insurance offered by Go-PopUp, given that the Brand/Agency will be solely responsible for any damage caused to the Space, including the celebration of activities that reduce its market value.

The Brand/Agency and the Owner expressly exempt Go-PopUp from any liability for possible damages caused in the Space by the Brand/Agency.

Go-PopUp is not a provider, insurer, policy holder or holder of the Insurance and its work is that of a mere intermediary who facilitates the contracting of certain types of insurance by the Parties. The conditions of contracting the Insurance will be those established on the website at all times.

## **OWNER' RESPONSIBILITIES AND OBLIGATIONS**

The Owner is solely responsible for introducing the information corresponding to the Space whose cession of use is offered through the Website, as well as that corresponding to any of the Complements related to said Space; this information must be truthful and updated in order to avoid confusion and unnecessary management costs for Go-PopUp.

The Owner shall correctly break down the applicable prices between the Owner's Basic Price and the corresponding applicable taxes.

By publishing its graphic and written materials on the Website, the Owner authorizes Go-PopUp and, where necessary, grants a license to all content and works published, non-exclusive, free, universal and for the duration of their professional relationship, for Go-PopUp to publish such content on the Website and on any other website controlled or managed by Go-PopUp, or on any medium or website on which Go-PopUp carries out promotional actions.

The Owner declares to be the owner or to hold the rights of intellectual and industrial property, of image and any other necessary right for the use and exploitation of the contents in the form described in these General Conditions, so much for his part as for Go-PopUp.

The Owner shall be liable to Go-PopUp for any claim, sanction or fine imposed on Go-PopUp as a result of an action or omission attributable to the Owner and especially for breach of rights of third parties as a result of the use of materials provided by the Owner.

The Owner is solely responsible for the maintenance of the area whose transfer is offered through the Website, and the provision of services offered as Complements of it, as well as payment of taxes, supplies, expenses and fees associated with them.

In particular, the Owner is solely responsible for requesting and maintaining in force the necessary licenses for the use, exploitation or holding of activities declared as permitted in the Space, by Brand/Agency, as well as licenses or permits necessary for the provision of services offered as Complements of the same. The Owner and the Brand/Agency disclaim any liability related to the Owner's compliance with the law with respect to their Space and related Complements. If the Owner is a manager -not owner- of the Space, he must be able to prove his title in writing at the request of the Brand/Agency.

Go-PopUp will not verify the information provided by the Owner with respect to the dimensions, authorizations, licenses and availability of the Space or its related Complements, unless expressly stated otherwise in the record of the Space.

The Owner of the Space must give it in perfect conditions of use, including the basic supplies and the conditions of security, health and hygiene required by law and by the obtained licenses, for the offered uses. In the case of offering Complements related to the Space, the Owner must scrupulously comply with the description, conditions, quality and permits related to the provision of services offered as Complements of the same.

The Brand/Agency and the Owner expressly authorize Go-PopUp to register and store for a period of two (2) years the communications exchanged through their systems, in order to ensure compliance with their obligations and the law.

The hiring, outside the Website, of an area that the Brand/Agency had known through that website, provided that it is not managed by Go-PopUp, is not regulated by these General Conditions, without prejudice to the submission of that Transaction to payment of the price of services Go-PopUp by the Owner, in accordance with the provisions of these General Conditions.

The Owner accepts that the contracting of the Space (or related Complements contracted in the same Transaction) with the Brand/Agency outside the Website, when they had known through the Website, constitutes a breach of these General Conditions, unless the Owner immediately declares to Go-PopUp and pays the price of its Services. Failure to comply with this obligation, in addition to claiming payment of the price and interest, may lead to suspension or immediate cancellation of the account of the Owner and Brand/Agency by Go-PopUp.

The Owner must respond to the Brand/Agency immediately after receiving a reserve request; Go-PopUp may cancel these requests if the Owner does not respond to them within forty-eight (48) hours after sending the request.

The Owner will issue to the Brand/Agency the invoice corresponding to the price of the transfer of the Space, for the full price of the Transaction and with the breakdowns established by law, without discounting the price of Go-PopUp' Services, which will be the object of the corresponding invoice issued by the latter.

The Owner acknowledges that the Services offered by Go-PopUp will be provided "as is", so it may not require the implementation of specifications or special features. Likewise, the Owner acknowledges that Go-PopUp does not guarantee or in any way ensure a certain percentage of occupation of the Spaces.

Upon acceptance of each reservation, the Owner agrees to take out a mandatory civil liability Insurance coverage for that Transaction by Go-PopUp. The Owner will be the beneficiary of such coverage and the corresponding price will be part of the price of services Go-PopUp, in accordance with the provisions of these General Conditions.

## **INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

Go-PopUp is the owner of all the intellectual and industrial property rights of the Website, as well as of all the elements contained in the Website, including, but not limited to, texts, designs, images, audio, databases, structure, program and/or computer applications, graphic content of any kind, brands, logos, trade names and distinctive signs, etc. All rights reserved.

Any form of commercial use, including any type of reproduction, distribution, transfer to third parties, public communication and transformation, by means of any type of support and means, of all or part of the aforementioned works, creations and distinctive signs is prohibited without the prior and express authorisation of their respective owners. Failure to comply with this prohibition may constitute an infringement punishable by the legislation in force.

The Customer may download or make a copy of such elements exclusively for his/her personal use, provided that it does not infringe any of the Go-PopUp's intellectual or industrial property rights. This does not mean, in any case, an authorization or license over the Go-PopUp's property rights.

The Customer is not authorised to use any software that allows to determine the architecture of the Website, to extract information about its use or identities. Similarly, the Customer agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Website.

## **DATA PROTECTION**

Go-PopUp is committed to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 (GDPR), and the Spanish Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD).

The personal data provided by the Customer shall be processed by GO-PopUp as data controller for the following purposes and on the following legal basis:

Perform and maintain the contractual relationship established by these General Conditions and/or Particular Conditions. The use and enjoyment of the Services entails the processing of the personal data of the Customer,

including but not limited to: the assistance and management, invoicing, notifications related to the Services performance, registering as a Member, creating such Account, and where appropriate, blocking it and/or proceeding to its cancellation. When processing the Customer's personal data for these purposes, the processing is carried out on the basis of the performance of a contract to which the Owner and/or Brand/Agency is part by contracting the Services and accepting these General Conditions and/or Particular Conditions (Article 6.1.b) GDPR).

As long as Go-PopUp has a legal basis that permits it, Go-PopUp shall process the Customer's personal data to keep them informed about services, promotions and products related to Go-PopUp activity through our newsletter or other means that the Customer has provided (telephone, email, SMS and/or messaging system, among others) that may be of interest to the Customer. The processing is carried out on the basis of the consent of the Customer (article 21.1 of Law 34/2002, of July 11, 2002, on information society services and electronic commerce -LSSICE-) and/or the legal authorization provided for in article 21.2 of the LSSICE.

To send surveys related to the degree of satisfaction and the performance of the Services offered by Go-PopUp, in order to improve the quality of its Services. The processing is carried out on the basis of Go-PopUp's legitimate interest (article 6.1.f) RGPD) to improve its services. In the case of surveys of a commercial nature, the data is processed on the basis of the Customer's consent, which Go-PopUp would request from the Customer at the relevant time (Article 6.1.a) GDPR).

To comply with Go-PopUp legal obligations, possible court and other authorities' decisions. Whenever Go-PopUp has suspicions or indications of an action that may constitute an illicit/criminal offence, Go-PopUp will communicate the personal data to the pertinent law enforcement agencies. When processing the Customer's personal data for these purposes, the processing is done on the basis of GO-POPUP's compliance with its legal obligations (Article 6.1.c) GDPR).

To carry out analyses and statistical reports in order to know how Go-PopUp Services are working, with the aim of improving their development and personalization. The processing is carried out for the satisfaction of Go-PopUp's legitimate interest, which consists of managing and improving its products and Services (Article 6.1.f) GDPR). Go-PopUp always takes into account that its interest does not prevail over the Customer's interests, and fundamental rights and freedoms.

The personal data will be kept until the termination of the contractual relationship, and once it has terminated for the period legally required for the compliance of any legal obligations. Where the processing is carried out on the basis of the Customer's consent, the personal data will be kept until the Customer's withdraws its consent. Go-PopUp may retain the personal data for the time necessary to exercise or defend claims, requirements, liabilities and legal and/or contractual obligations arising from the processing, always being dully blocked.

The personal data will not be disclosed to third parties without your express consent. However, depending on the purposes for which the personal information is collected, such information may be accessed, without distinction, by the following parties:

When enjoying the Services, the Website allows communication between Owners and Brand/Agency to detail or modify particular conditions or limitations of each Space and its Complements. This means that the Owner or Brand/Agency may have access to the personal data of each other in order to perform the Services;

Employees and/or collaborators authorized by Go-PopUp, always subject to the applicable data protection regulations;

Whenever Go-PopUp suspects that the Customer has breached these General Conditions and/or Particular Conditions or any applicable regulations, or in order to prevent, detect or anticipate fraud and possible breaches of any applicable regulations, go-popup shall disclose the customer's data to the various competent governmental authorities, law enforcement agencies, relevant criminal investigation bodies, money laundering and terrorist financing prevention authorities, among others;

In the event that there is a summon or court order, or similar official request, Go-PopUp will disclose the Customer's data to those entities and/or authorities whose summon, request or order Go-PopUp must comply with;

If the Brand/Agency is interested or has contracted an Insurance of cancellation of reservation of the Space, the personal data may be disclosed to the pertinent Insurance Company.

Third party service providers that process information as data processors, with which Go-PopUp has entered into the relevant data processing agreement as required by data protection regulations.

The Customer may exercise its rights of access, to rectification, erasure, restrict processing, data portability and object by sending an email to [help@gopopup.com](mailto:help@gopopup.com) or by writing to POP CORNER NETWORK, S.L. (carrer Pamplona, 88-90, Principal 1ª – 08018 Barcelona – Spain-). If the Customer hasn't obtained satisfaction in the exercise of its rights, the Customer may lodge a complaint before the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

## **COMMERCIAL / PROMOTIONAL MATERIALS**

Go-PopUp will send promotional and commercial materials to the Spaces for Owners to place or install in them for promotional purposes.

## **LIABILITY**

The Services, the Website and all information, products and services provided through them are provided on an "as is" and "as available" basis, and Go-PopUp expressly disclaim all express or implied warranties of all kinds, including but not limited to the implied warranties of accuracy, validity reliability, availability, suitability or completeness of any information, content or data provided through the Website and, therefore, in no event, Go-PopUp will be liable, whether in contract or tort, for any claim, loss, damage, liability, cost or expense of any kind, whether direct or indirect (including damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses) or any other damages of any kind related to Customer caused from the access or use of the Website or the Services or relying on the content of the Website and the Services.

Likewise, Go-PopUp make no warranty that the Website, Services or products will meet Customer's requirements, be safe, secure, uninterrupted, timely, accurate, or error-free, or that Customer's information will be secure.

Any material downloaded or otherwise obtained through the Website, or the server that makes it available, is done at Customer's own discretion and risk, and the Customer will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material, as Go-PopUp cannot guarantee that they are free of viruses, worms, trojan horses or other harmful components. The Customer agrees that Go-PopUp have no responsibility or liability for the deletion of, or the failure to store or to transmit, any content or communication maintained in the Web or Services.



## **GO-POPUP'S CIVIL LIABILITY INSURANCE**

Go-PopUp has contracted a civil liability Insurance, with the aim of addressing the payment of damages suffered by the Owner in connection with the use of Space by Brand/Agency. Taking out this Insurance shall not constitute an assumption of responsibility by Go-PopUp, nor shall it entail the elimination of the responsibility of the Brand/Agency who shall be liable, in any case, to the Owner, to Go-PopUp and, where applicable, to the insurance company, for damages caused in the Space.

## **CANCELLATION INSURANCE**

Go-PopUp offers to the Brand/Agency the possibility of contracting an Insurance of cancellation of reservation of the Space. The purpose of the Insurance coverage is to provide legal defence to Brand/Agency so that they can claim damages generated by cancellation of reservation by the Owner.

The resulting compensation shall never be more than twice the amount paid for the reservation of space having deducted the commissions.

## **OTHER INSURANCES OFFERED BY GO-POPUP**

Go-PopUp offers to the Brand/Agency other Insurance coverages listed below:

Contractual legal assistance insurance: The objective of the Insurance coverage is to provide Brand/Agency with a legal defence to claim the damages generated when signing the contract.

Contingency insurance: The objective of the Insurance coverage is to cover the costs generated by external contingencies that may hold an event.

## **OTHER SERVICES OFFERED BY GO-POPUP**

Go-PopUp offers to the Owner and/or Brand/Agency the possibility of hiring Go-PopUp's professional services for Owner' and/or Brand/Agency' specific projects (hereinafter "Professional Services"). The terms and conditions related to these Professional Services can be found at the following link: [...]

## **CHANGES**

Go-PopUp may modify, add or remove portions of these General Conditions and the content on the Website and the Services at any time.

If Customer do not agree to the modified General Conditions, Customer should discontinue their access and use of the Website and the Services. The continued use and access to the Website and/or the Services by Customer following any modification to these General Conditions shall be deemed an acceptance of all modifications.

## **TRANSLATIONS**

The Website may contain translations of content that it is originally in other language. These translations are provided only as a convenience. In the event of any conflict between the English language version and the translated version, the English language version shall prevail.

## **CONTACT INFORMATION**

Go-PopUp is a company registered at Carrer Pamplona, 88-90, Principal 1<sup>a</sup>, CP 08018 in Barcelona (Spain) with Tax Identification Number ESB65735136. The data of the Mercantile Registry of Barcelona of the company Pop Corner Network, S.L. are the following: Volume 43027, Folio 78, Sheet B-418398, Inscription 1.

Customer can send any request to Go-PopUp through this email: [help@gopopup.com](mailto:help@gopopup.com).

## **LIMITATION OF THE SERVICES**

The Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject Go-PopUp to any regulations in another country. Go-PopUp reserve the right to limit our Services in any country.

## **ASSIGNMENT**

Customer will not transfer any of your rights or obligations under these General Conditions to anyone else without Go-PopUp prior written consent.

Except as contemplated herein, these General Conditions do not give any third-party beneficiary rights.

## **ENTIRE AGREEMENT AND SEVERABILITY**

The General Conditions (including the Particular Conditions, the Privacy Policy and the Cookies Policies) contain the entire understanding between Go-PopUp and Customer with respect to the use of the Website and the Services and supersedes all prior written and oral agreements and understandings relating to this matter, which shall have no further force or effect from the date hereof.

If any provision of these General Conditions is determined to be invalid or unenforceable in whole or in part, for any present or future reason, such invalidity or unenforceability shall not affect the enforceability of any of the remaining provisions hereof. These General Conditions shall be construed in such a way as if such invalid or unenforceable provisions had never been contained herein. For those purposes, the General Conditions shall no longer be valid exclusively with respect to the null or invalid provision, and none of the remaining parts or provision of these General Conditions shall be null, invalid, prejudiced or affected by such nullity or invalidity.

## **WAIVER OF RIGHTS**

The waiver or failure of any Party to exercise rights under these General Conditions will not be deemed a waiver or other limitation of any other right or any future right. Any waiver must be in writing and expressly accepted by the Party to be charged therewith.

## **GOVERNING LAW AND JURISDICTION**

The General Conditions (including the Privacy Policy and the Cookies Policies) and Customer's access to, and/or use of the Website and the Services shall be governed by and construed exclusively in accordance with the laws of Spain, without giving effect to any choice or conflict of law provision or rule.

Any and all dispute, controversy, issue or claim arising out of the performance or interpretation of the General Conditions (including the Privacy Policy and the Cookies Policies), or related, directly or indirectly, to the use of

the Website and the Services, and/or the provision of content and/or technology on or through the Website and the Services shall be settled by the Courts of the city of Barcelona (Spain).